

**c. Remarks**

Claims 1, 3, 6-12, 14, 16-18, and 20-22 remain in the application. The claims are variously amended as clearly indicated above, in order to put the claims in better condition for allowance or appeal.

This paper is accompanied by a new power of attorney and revocation of the prior power of attorney. Please be sure to direct all future correspondence in accordance with the new power of attorney to:

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**Claim Rejections – 35 USC 102**

Claims 1 and 5-10 stand rejected under section 102 as anticipated by Hardy. The Hardy disclosure teaches an elongated, flexible base strip partially of woven fabric. The base strip carries one or more pockets that receive a heat pad. One end of the base strip carries the first side of a two-part fastener system, and the other end of the base strip carries the second and mating part of the fastener system. Preferred fasteners are the hook/loop type (Velcro). Further, the examiner notes that the ends of the wrap are overlapped and looped to form a sleeve vis-à-vis claim 10.

Hardy is distinguished from applicant's wrap by at least two important structural and functional differences.

(1) Hardy discloses only a substantially fixed size wrap -- Wrap size is constrained by the fixed locations of the two-part fasteners. (See Hardy Col. 3, lines 50-51). In contrast, applicant discloses and claims a wrap whose fasteners at one end can attach to any position along the length of the wrap. This allows applicant's wrap to fit substantially every person and substantially every body part. Hardy does not disclose or suggest this feature or function.

(2) Hardy lacks significant elastic qualities for both providing dimensional versatility and for applying compression. Hardy's base fabric appears to have no significant or substantial stretch. Although parts of the base are woven fabric, it is a bonded structure of foam applied to terry cloth or flannel. (Hardy Col. 4, lines 1-27). Neither of these are known to have more than

nominal stretch. Clearly the least elastic of the bonded materials limits overall stretchability, and the bonding process itself likely further limits stretch. Thus, Hardy does not fairly disclose an elastic, compressive wrap.

Taken together, the two structural differences between applicant's wrap and Hardy's wrap show an interaction that provides a further distinguishing advantage in applicant's wrap:

First, applicant gains additional sizing advantage because the elasticity of applicant's wrap further improves the breadth of size range. As shown in the drawings, applicant can apply a wrap to any arm or to an entire torso. No fair interpretation of Hardy suggests this result.

Second, applicant gains additional compression advantage because the elastic wrap can be secured at any point of its length. Thus, there would be few instances where applicant's wrap is forced to be "too tight" or "too loose" because the fasteners could only be attached to a narrowly defined segment of the wrap.

Even if Hardy is viewed as offering a small range of adjustment, through the ability to have slight offsets between mated Velcro tabs, Hardy's teachings nevertheless are limited to the use of fasteners located at fixed partial segments of the full length of the wrap.

Each of the independent claims 1, 11, and 18 includes clear reference to applicant's fastening system employing a fastener on one end of the wrap that can attach to any part of the elongated base strip or band. Hardy does not include any such feature. Further, claim 1 provides that the pocket is formed of the same material as the base strip, further demonstrating the uniformity of the wrap for both elastic purposes and fastening purposes. Claim 11 provides that a similar material forms the pocket, and claim 14 modifies claim 11 to more specifically add that the pocket is formed of the same material. Accordingly, it is respectfully requested that the rejections under 35 USC 102 be withdrawn because Hardy does not teach or anticipate the claimed fastening system.

As a specific issue regarding claim 10, also significant to claims 16 and 21, it appears the rejection of claim 10 under section 102 is more a product of ambiguity than anticipation. Claim 10, as well as claims 16 and 21, relate to a novel sleeve wrap, as contrasted to a linear wrap. Hardy does not teach such a sleeve wrap. The examiner's observation that Hardy would form a

sleeve wrap is accurate, but the Hardy sleeve wrap is merely the normal closed sleeve achieved when any linear wrap is wrapped around a body part. The final fit is achieved by the raw act of attaching one free end to another part of the linear wrap. Applicant's sleeve differs because it is a pre-established loop or closed band. Folding or lapping any excess part of the loop over the remainder of the loop achieves the final fit. This is not possible in the Hardy structure.

In more specific detail, claims 10, 16, and 21 relate to a pre-formed sleeve, formed by joining the free ends of a linear wrap strip. The fastening tapes extend from the outer face of the pre-formed sleeve, such that they remain useful for subsequent attachment. The junction of the free ends with the extending fasteners is drawn or lapped over the periphery of the sleeve to take up excess material in the sleeve. Then the drawn or lapped portion is fastened to the remaining portion it to establish final fit.

The sleeve structure and fastening system of claims 10, 16 and 21 is clearly different from any capability taught in Hardy. Also, no other reference shows such a system or would cause it to be obvious. Thus, the sleeve is an additional novel feature of claims 10, 16, and 21. For this additional reason, the rejection under 35 USC 102 should be withdrawn and claims 10, 16, and 21 should be allowable.

#### Claim Rejections – 35 USC 103

Claims 3, 11-18 and 20-22 are rejected as obvious over Hardy in view of Hubbard and Delk. Each relates to a carrier and wrap for a hot or cold pad or other source.

Hardy is discussed above.

Hubbard provides two pockets for thermal pads, arranged in series. The pockets are specified to be non-stretchable. An elastic section between the pockets allows the wrap to be placed around a joint such as an elbow or knee, where the elastic section conforms to the joint to permit movement. However, this teaching is limited and is not suggestive of achieving a broad and versatile fit for widely diverse parts of a human body.

Hubbard uses Velcro straps attached to one of the pockets to fasten directly to the fabric of the other pocket. This fastening arrangement allows a small variation in wrap size. Hubbard lacks any fastening surface to a basic strip or band of the wrap. The pocket is a constrained area

of the wrap because it must conform in size to a thermal pad. Thus, Hubbard does not teach a device that can be broadly applied over a wide range of sizes to diverse parts of the human body.

Delk provides a pocketed container such as an ice bag. The container is formed of multiple layers that include polyethylene foam and non-woven polyester or other fabric. Such a multi-layer construction would be substantially non-stretchable and, therefore, does not teach the broad versatility of size and compression that applicant has achieved. Delk provides straps or ties for attaching the ice bag, and these may use Velcro. However, straps or ties provide a highly limited fastening range. Like Hardy, Delk does not teach the broad sizing that applicant achieves with an elongated strip or band that also serves as a full-length fastening base.

In terms of non-obviousness, Hardy's constraints of a non-stretchable fabric coupled with fixed fastener locations would fail to meet the broad needs of the consumer. Like many old-fashioned drugstore braces and wraps, it appears the Hardy wrap would have to be supplied in sizes and only for limited applications, such as to knee, elbow, ankle, etc. This approach fails to meet the customer's need and desire for a wrap that can be applied substantially anywhere to the body. The customer wants to apply a hot pad wherever needed, without going back to the drugstore whenever a new ache or pain arises in a different area of the body. Hardy teaches nothing that addresses this very practical need.

Applicant is a relatively small producer of therapeutic wraps. Although applicant's presence is small, applicant has found a growing market position, suggesting product desirability and growing success. A substantial part of this growing market share appears to be derived from the versatility of the product, in application, usage, and fit.

The amended claims address features thought to support and enable such success. Significant and complimentary features include (1) versatility in how the product is applied to substantially any body area; and (2) versatility in how the product is fastened with great latitude in the degree of applied compression. The main claims 1, 11, and 18 each contain features that produce the desired result and distinguish from the references.

Claims 1 and 18 provide for an elongated wrap strip that is both elastic and capable of receiving fasteners over its full length. Neither Hardy, nor Hubbard, nor Delk teaches the

combination of a substantially full-length elastic strip that also is a full-length fastener receptor. These features combine to provide benefits that the consuming public finds desirable.

Claim 11 provides an elongated wrap strip that is both elastic and a fastener-receptor over its full length. In addition, this claim places a thermal pad pocket at a mid portion of the wrap strip, such that the "second end portion" of the wrap strip extends outwardly from the side of the pocket opposite from the fastener elements. This "second end portion" defines a severable tail of the wrap strip. Significantly, the second end portion shares the characteristics of elasticity and being a fastener receptor over its length. Thus, this "tail" allows large scale variation in fitting many parts of a human body; but it also severed anywhere desired, such as for convenience in fitting smaller parts of the body, without compromising the functionality of the wrap as a whole.

None of the references teach or suggest such a severable second end portion or "tail." The references show no similar or equivalent structure that can be cut off as desired without damaging the functionality of a wrap. In the prior art, base fabric could be cut, but only with loss of functionality. For example in Hardy, cutting the end of the base fabric opposite the fastening tapes would *cut off the mating parts of the fastening system*. The functionality of the Hardy wrap would be lost for lack of ability to fasten the wrap, thereafter. Thus, such cutting could not be viewed as a positive teaching of Hardy.

In Hubbard, cutting the end of the wrap opposite from the fastening tapes would *cut off part of a hot pad pocket*. The functionality of the Hubbard wrap would be reduced for loss of a functional pocket. Clearly such cutting would not be a positive teaching of Hubbard.

In Delk, the situation is similar to Hardy and Hubbard. Cutting a side of the wrap would cut off the opposite ties or straps, or cut open the ice bag. This cutting would not be a positive teaching of Delk.

In summary, none of the references makes obvious the invention of claim 11. Dependent claim 6 adds the severable tail feature to claim 1. Dependent claim 22 add the severable tail feature to claim 18. The structure of a wrap with an elastic, fastener-engaging, severable second elongated end portion is a new feature that provides significant improvement in the versatility of wrap structures. A "tail" having the claimed combined qualities provides significant benefits in

achieving fit, fastening, comfort, and compression.

Dependent claims 3, 6, 8, 10, 12, 14, 16, 17, and 20-22 also are amended. The amendments place all claims in better condition for allowance by sharpening the focus of the claims.

This amendment is accompanied by a request for extension of time.

As also requested above, please direct all correspondence to the undersigned, as supported by the attached new power of attorney and revocation of the prior power of attorney.

In light of the above, the claims are believe to be in better condition for allowance or appeal. Applicant requests further examination of the claims and prompt allowance.

Respectfully submitted,



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